

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 98, AFL-CIO

EUGENE P. MELVILLE, JR.
PRESIDENT/BUSINESS MANAGER



TWO CENTER SQUARE, P.O. BOX 217
EAST LONGMEADOW, MA 01028
PHONE 413-525-4291
FAX 413-525-7553

AGREEMENT

WHEREAS, the undersigned are parties to a collective bargaining agreement ("Agreement") which expires May 31, 2013 which is identical to that collective bargaining agreement negotiated by International Union of Operating Engineers Local 98 and the Labor Relations Division of the Construction Industries of Massachusetts ("CIM"); and

WHEREAS, the undersigned desire to amend the aforementioned collective bargaining agreement by the terms of this document;

NOW, THEREFORE, the undersigned agree as follows:

1. The terms and conditions of the collective bargaining agreement that expires May 31, 2013 is continued except as provided in this document.

2. Rates: Straight Time Wages: shall be as follows:

| Classification | 6/1/13 | 12/1/13 | 6/1/14 | 12/1/14 | 6/1/15 | 12/1/15 |
|------------------------------------------------------------------------------------------------------------------|----------|---------|--------|---------|--------|---------|
| 1. | \$ 31.17 | | | | | |
| 2. | \$ 30.86 | | | | | |
| 3. | \$ 30.64 | | | | | |
| 3A. | \$ 30.03 | | | | | |
| 4. | \$ 27.41 | | | | | |
| 5. | \$ 26.29 | | | | | |
| 6. | \$ 24.35 | | | | | |
| 7. Operator (Daily) | \$285.07 | | | | | |
| 8. Oiler (daily) | \$210.64 | | | | | |
| 9. Master Mechanic | \$ 32.66 | | | | | |
| 10. Crane Classifications – All crane operators shall be compensated at \$4.00 per hour above the Class #1 rate. | | | | | | |

11. Effective 6/1/2013, the Pension Fund employer contribution rate will be \$7.44 per hour (\$0.27 per hour more than the rate effective 5/31/2013) and the Training Fund employer contribution rate will be \$0.88 per hour (\$0.13 per hour more than the rate effective 5/31/2013).

Each June 1, 2013, June 1, 2014 and June 1, 2015, there will be \$1.80 per hour, \$1.90 per hour and \$2.00 per hour, respectively increases for which the Union has the right to allocate one half of each year's increase into two six month periods for wages and/or fringe benefits. The aggregate total for all such increases from 6/1/2013 through 5/31/2016 is \$5.70 as described above.

The Union reserves the right to transfer certain amounts from wages to fringe benefits upon thirty (30) days notice prior to the anniversary date (6/1 and 12/1 as described above).

The Union has the right to allocate certain amounts from the above referenced \$5.70 into wages and/or into the Central Pension Fund, and the I.U.O.E. Pension, Health and Welfare, Training or Annuity Funds.

7. TERMINATION clause shall be amended as following:

The terms of this Agreement shall become effective as of June 1, 2013 and shall continue in effect until May 31, 2016.

This Agreement shall continue to be effective from year to year unless either party on or before March 1, 2016 or prior to March 1st in any year thereafter gives notice in writing to the other party of his intention to terminate, alter or amend this Agreement.

Dated: 7-17, 2013

I.U.O.E. LOCAL 98

By: _____

Names: _____

Eugene P. McMillan
Business Manager/President

By: _____

Name: _____

Philip C. Chaffee
Recording Corresponding Secretary

Dated: 7/3, 2013

A.J. Virgilio
[Employer]

By: _____

Name Jay Virgilio

Title: PRESIDENT